Knowledge of Intemperance of Insured.—In Biermann *v.* Guaranty Mut. Life Ins. Co., 120 Northwestern Reporter, 963, payment of insurance was denied for the alleged reason that deceased, a drunkard, had represented that he took a drink occasionally, but not to excess. The Iowa Supreme Court, allowing a recovery by the widow of the insured, remarked that sufficient disclosure was shown to suggest to a discreet person the advisability of further inquiry if the subject was of vital importance. What constitutes "excess" in this respect is largely a matter of opinion, and varies all the way between a "drink" and a "drunk"; while an occasional glass of beer may mean anything from a glass once a month to one every 15 minutes, according to the capacity of the individual, or, perhaps, according to the liberality of his views. Although testimony was elicited showing deceased to have been a drunkard when he applied for insurance, it is apparent that the company had means of knowledge of this fact when it made the contract.

Negligent Operation of Automobile.—While a buggy in which were a man and a boy was being driven on a highway, a heavy automobile tried to pass it, but struck its rear wheel. The boy as thrown beneath the feet of the frightened horse, and literally kicked to death. The owner and driver of the machine were convicted of manslaughter in the second degree. In People *v.* Scanlon, 117 New York Supplement, 57, the defendants appealed from an order denying a new trial. The New York Supreme Court, affirming the conviction of the chauffeur, said that it was the reckless driving which is the cause of many accidents, and which should disqualify any one who practices it. With a heavy machine, weighing 3,000 to 4,000 pounds, going at the rate of 26 miles an hour, it is indefensible negligence to attempt to pass a buggy within a few inches. The owner of the machine, who was sitting next to the driver, had given orders to give full leeway to passing vehicles. He was powerless to deflect its course in time to avoid the catastrophe. The whole thing was, as it were, instantaneous, in the control of the chauffeur, but in no way in the owner's control. The conviction of the owner was reversed, and a new trial granted.